

**IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

ROBERT ALLEN BAUTISTA™, Plaintiff,

v.

Case No. 3:24-cv-03010-N-BT

**CAPITAL ONE FINANCIAL CORPORATION, CAPITAL ONE, NATIONAL ASSOCIATION,
CAPITAL ONE SERVICES, LLC, EQUIFAX INC., EXPERIAN CORPORATION,
TRANSUNION,
Defendants.**

AMENDED COMPLAINT AND JOINDER OF DEFENDANTS

Plaintiff, ROBERT ALLEN BAUTISTA™, by and through his undersigned counsel, hereby files this Amended Complaint against the following Defendants: Capital One Financial Corporation, Capital One, National Association, Capital One Services, LLC, Equifax Inc., Experian Corporation, and TransUnion (collectively “Defendants”). In support thereof, Plaintiff respectfully shows the Court as follows:

I. PARTIES

1. **Plaintiff:** ROBERT ALLEN BAUTISTA®, US Serial Number: 98719160, receiving formal correspondence in Dallas County, Texas, at the address PO BOX 131385, Dallas, TX 75313-1385.
2. **Defendants:**
 - a. **Capital One Financial Corporation**, a corporation with its principal place of business at 1680 Capital One Dr., McLean, VA 22102-3407.
 - b. **Capital One, National Association**, a national banking association with its principal place of business at 1680 Capital One Dr., McLean, VA 22102-3407.
 - c. **Capital One Services, LLC**, a limited liability company with its principal place of business at 1680 Capital One Dr., McLean, VA 22102-3407.
 - d. **Equifax Inc.**, a corporation with its principal place of business at 1550 Peachtree Street NW, Atlanta, GA 30309.

e. **Experian Corporation**, a corporation with its principal place of business at 475 Anton Blvd, Costa Mesa, CA 92626.

f. **TransUnion**, a corporation with its principal place of business at 555 W Adams St, Chicago, IL 60661.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 because the case involves federal claims under the **Fair Credit Reporting Act (FCRA)**, 15 U.S.C. § 1681, and other federal statutes governing **securities fraud** and **misrepresentation**.
 4. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) and (b)(2) because Defendants do business within the District, and a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District.
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III. FACTUAL BACKGROUND

5. **Discriminatory and Unlawful Treatment of Plaintiff and Principal:**

Plaintiff, acting as the duly authorized agent and attorney-in-fact for the Principal, has made consistent and diligent efforts to resolve the outstanding financial obligations owed to the Defendants, specifically **Capital One Financial Corporation**, **Capital One National Association**, and **Capital One Services, LLC** (collectively, "Capital One Defendants"). Despite these repeated efforts, the Capital One Defendants have unlawfully treated the Principal's account as though the Principal were a minor or otherwise incapable of contracting, based on an erroneous assumption of the Principal's legal incapacity. This treatment is both factually incorrect and

discriminatory, as Plaintiff, as the agent of the Principal, has full legal capacity to engage in financial transactions and fulfill contractual obligations.

6. Failure to Honor Legal and Lawful Instruments:

Plaintiff has made multiple, good faith attempts to remit Bills of Exchange created by the Capital One Defendants on the Principal's account in order to settle outstanding debts. These Bills of Exchange are legitimate, lawful financial instruments used to discharge debt. However, the Capital One Defendants have refused to accept these instruments, and have thereby breached their contractual obligations and committed unlawful acts by disregarding these valid forms of payment. Their refusal to accept the Bills of Exchange is a direct violation of securities laws, specifically under the **Securities Exchange Act of 1934**, 15 U.S.C. § 78j(b), and constitutes securities fraud. This refusal not only amounts to a breach of contract but also undermines the principles of fair and lawful financial transactions.

7. Failure to Perform Set-Offs and Other Remedies:

In addition to the failures outlined above, Plaintiff has made numerous attempts to set off the outstanding debt on behalf of the Principal, yet the Capital One Defendants have consistently failed to honor these requests. This ongoing refusal to comply with the Plaintiff's reasonable and legally sound demands constitutes a material breach of contract and fiduciary duties owed by the Defendants to both Plaintiff and the Principal.

8. Ongoing Discriminatory Actions and Violation of Plaintiff's Rights:

The repeated refusal of the Capital One Defendants to recognize the Principal's legal rights to contract, as well as the continued failure to honor lawful attempts to discharge debt, represents clear discriminatory behavior. This is not only a violation of **constitutional rights**, but also a violation of **statutory laws** designed to prevent discrimination in the realm of credit and financial transactions. Specifically, their actions are in direct contravention of the **Equal Credit**

Opportunity Act (ECOA), 15 U.S.C. § 1691, which prohibits discrimination in credit transactions based on unlawful assumptions of capacity.

9. **Violation of Federal and State Laws:**

The Capital One Defendants' actions and omissions constitute violations of multiple federal and state laws, including:

- **The Equal Credit Opportunity Act (ECOA)**, 15 U.S.C. § 1691, by unlawfully discriminating against the Principal based on a legally unfounded presumption of incapacity to contract.
- **The Fair Credit Reporting Act (FCRA)**, 15 U.S.C. § 1681, by inaccurately reporting financial data and failing to correct those reports after notification.
- **The Securities Exchange Act of 1934**, 15 U.S.C. § 78j(b), by engaging in securities fraud through refusal to honor lawful financial instruments.
- **Texas Deceptive Trade Practices Act (DTPA)**, Texas Business and Commerce Code § 17.41 et seq., by engaging in misleading, deceptive, and fraudulent business practices.
- **The Fair and Accurate Credit Transactions Act (FACTA)**, 15 U.S.C. § 1681c, by engaging in practices that violate the principles of fair credit reporting.

IV. LEGAL FRAMEWORK

10. The Defendants' actions constitute violations of the following statutes, regulations, and principles:

- **Equal Credit Opportunity Act (ECOA)**, 15 U.S.C. § 1691 et seq.
- **Fair Credit Reporting Act (FCRA)**, 15 U.S.C. § 1681 et seq.

- **Fair and Accurate Credit Transactions Act (FACTA)**, 15 U.S.C. § 1681c.
 - **Texas Deceptive Trade Practices Act (DTPA)**, Texas Business and Commerce Code § 17.41 et seq.
 - **Securities Exchange Act of 1934**, 15 U.S.C. § 78j(b).
 - **Texas Securities Act**, Tex. Rev. Civ. Stat. Ann. art. 581-1 et seq.
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V. CAUSES OF ACTION

11. As set forth in the factual background, Defendants' actions constitute the following:

- **Breach of Contract** – Defendants breached their contractual obligations by refusing to accept lawful payment instruments (Bills of Exchange) and by failing to honor the Principal's rights to contract.
- **Breach of Fiduciary Duty** – Defendants failed to uphold their fiduciary obligations, including the duty to act in good faith and with due diligence.
- **Securities Fraud** – Defendants violated the **Securities Exchange Act of 1934** by engaging in fraudulent conduct related to the issuance and failure to honor securities in the form of Bills of Exchange.
- **Violation of the Equal Credit Opportunity Act (ECOA)** – Defendants discriminated against the Principal based on unfounded assumptions regarding the Principal's capacity to contract.
- **Violation of the Fair Credit Reporting Act (FCRA)** – Defendants failed to ensure the accuracy and correctness of credit reports, contributing to Plaintiff's ongoing financial harm.

- **Violation of the Texas Deceptive Trade Practices Act (DTPA)** – Defendants engaged in deceptive and misleading business practices that caused significant harm to Plaintiff and the Principal.
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VI. PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that this Court:

1. Declare that Defendants' actions are unlawful and in violation of federal and state laws, including the ECOA, FCRA, FACTA, DTPA, and the Securities Exchange Act.
 2. Order Defendants to immediately honor the Bills of Exchange presented by the Plaintiff, discharge the outstanding debt owed to the Principal, and rectify any inaccuracies in credit reports issued by the credit reporting agencies.
 3. Award Plaintiff and the Principal damages for the significant emotional distress, financial harm, and reputational damage caused by Defendants' unlawful actions.
 4. Enjoin Defendants from further discriminatory practices, and compel them to formally accept and discharge all Titles, Rights, Interests, and Guaranteed Equity owed to the Principal.
 5. Award Plaintiff reasonable attorney's fees and costs incurred in bringing this action.
 6. Grant any other relief the Court deems just and proper.
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VII. JOINDER OF DEFENDANTS

Plaintiff seeks to join the following Defendants in this action based on their direct involvement in the events giving rise to Plaintiff's claims:

- **Equifax Inc., Experian Corporation, and TransUnion**, the credit reporting agencies, each of which have contributed to the improper and inaccurate reporting of Plaintiff's credit information, in violation of the FCRA and FACTA, and have failed to ensure the accuracy of the information they provided to Defendants, contributing to Plaintiff's financial hardship.
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VIII. JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED this 14th Day of January, 2025.

Respectfully submitted,

WITHOUT RECOURSE
WITHOUT PREJUDICE
ROBERT ALLEN BAUTISTA™
BY: /s/ Bautista, Robert – Allen / Agent
Robert Allen Bautista / Attorney-in-Fact
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